

**THE NKOTB CRUISE 2017 PROMOTION  
OFFICIAL RULES**

**NO PURCHASE, DONATION OR FUNDRAISING OF ANY KIND IS REQUIRED TO ENTER OR WIN. A PURCHASE, DONATION OR FUNDRAISING WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR AND/OR CROWDRISE (EACH, AS DEFINED BELOW) TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR OR CROWDRISE ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.**

**Donations made in the Promotion (as defined below) go to Remember Betty Foundation, EIN 47-2589581, a non-profit organization qualified under Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended. The mission of the fundraising campaign and promotion is here:**  
<https://www.crowdrise.com/nkotbcruise17>.

**1. INTRODUCTION:** The New Kids on the Block Cruise 2017 Promotion (hereinafter, the “Promotion”) is a sweepstakes sponsored by D. Wood Ventures (“Sponsor”) and administered by GoFundMe, Inc., which operates a crowdfunding platform called CrowdRise (“CrowdRise”). D. Wood Ventures (the “Prize Provider”) is responsible for providing the prize(s) for the Promotion. Your participation in the Promotion means that you unconditionally agree to these Official Rules and all decisions by Sponsor and CrowdRise, which are final and binding in all matters related to the Promotion. To win the prize(s), you must comply with all facets of the Official Rules and all decisions by Sponsor, CrowdRise and Prize Provider.

**2. ELIGIBILITY:** The Promotion is open to individuals who agree to these Official Rules who are legal residents of the 50 United States or the District of Columbia, Canada (excluding Quebec), the United Kingdom and Australia (the “Eligibility Area”). To enter, you must also be at least age 18 or the age of majority in your jurisdiction, whichever is greater and if under age 21 at the time of entry, to accept the prize, you must bring a guest who is your parent or legal guardian who is age 25 or older at the time of entry. You must also be available and willing to travel on and participate in the prize activities from October 19, 2017 to October 23, 2017. Do not enter the Promotion if your country of residence, age or any other rule or law prohibits or restricts you from entering or participating in the Promotion, or prohibits, restricts or limits the award of the prize. You must be able to accept the award of the prize without rules or restrictions imposed by the jurisdiction in which you live. Employees of Sponsor, Prize Provider, talent and their respective parents, affiliate companies, subsidiaries, agents, judges, advertising and promotion agencies and anyone involved in the development or execution of the Sweepstakes, as well as the immediate family (spouse, parents, siblings, and children and their respective spouses, regardless of where they live) and household members of each such employee, whether or not related, are not eligible. All federal, state, provincial, municipal, territorial and local laws, rules and regulations apply. Entrants and entries are subject to all local rules. Void outside of the Eligibility Area and where prohibited by law. All donations made in connection with the Promotion are governed by the Promotion Rules. The CrowdRise Terms and Conditions (<https://www.crowdrise.com/about/terms>) apply. In the event of a conflict between these Official Rules and the CrowdRise Terms and Conditions, these Official Rules govern and control only to the extent of such conflict.

**3. PROMOTION PERIOD AND DONATIONS:** The Promotion begins on August 21, 2017 at 10:00am Eastern Time (ET) and ends on September 21, 2017 at 10:59:59pm ET (the “Promotion Period”). CrowdRise’s server and computer clock is the official time-keeping device. If you enter via the free method described in Section 4(b) below, such entries must be received by CrowdRise before the end of the Promotion Period. If you enter by donating as described in Section 4(a) below, such donations must be successfully processed to completion through CrowdRise and its third party payment processor(s) **before** the end of the Promotion Period. CrowdRise has the right to verify any such donation, and any such donation that is subject to chargeback or dispute is not eligible. **Donations can**

**take time to process.** Neither Sponsor nor CrowdRise is responsible for any delays in processing any donations. The list of donations on any particular fundraising page, if any is displaying or any similar tally of donation(s), are unofficial tallies of the amounts of donations in a campaign and may not accurately reflect the donations made based on a variety of factors. Results of the Promotion are not official until CrowdRise or a duly authorized representative expressly announces the final results and verifies the winner(s).

**4. HOW TO ENTER AND WIN:** Go to the CrowdRise website located at: <https://www.crowdrise.com/nkotbcruise17> (the “Website”). During the Promotion Period, you may enter up to fifty (50) times total by either of the following methods of entry or a combination of both methods:

- (a) **Method One: To Enter by Donation:** Every one dollar (\$1) you donate constitutes one (1) entry (minimum ten dollars (\$10) per transaction). In other words, if you donate ten dollars (\$10) you will receive ten entries; \$11 donations get eleven entries; \$60 gets sixty entries. You may donate more than one time. Each donation you make separately on CrowdRise is separate for purposes of counting entries. In other words, if you make 2 separate donations of \$5 each, you get zero entries (not ten entries, which would be the case if you make one donation of \$10). Donations must be made on the Website using a credit card and successfully processed to completion (and not subject to any chargebacks or disputes) through CrowdRise and its third party payment processor during the Promotion Period to count toward the Promotion. Donations made outside of the Promotion Period and/or offline, even if recorded on the Website are not eligible and will not be counted. Assurance of delivery and processing of donations is the sole responsibility of the entrant. Donations are non-refundable. Please note that although you may receive entries for the full amount of your eligible donation in accordance with the terms in these Official Rules, the ultimate recipient of your donation, the Remember Betty Foundation, may receive less than the full amount that you donate after the deduction of administrative and processing fees in accordance with the CrowdRise Terms and Conditions.
- (b) **Method Two: To Enter for Free:** Go to: <https://www.crowdrise.com/FreeAlternateMethodofEntry> and follow the on-screen instructions to submit a “Free Alternate Method of Entry” form by entering your name, mailing address, birthdate, telephone number email and the name of the Promotion: “**NKOTB Cruise 2017**”. Your form must be submitted and received during the Promotion Period and must be complete and accurate, or your entry is automatically void.

Regardless of method of entry, all entries are subject to verification of eligibility before a prize can be awarded. For example, if your birthdate or address entered on the Website or otherwise during the entry process does not meet eligibility requirements, your entry is automatically void. Your receipt and any confirmation email you receive are not confirmation of entry.

Charitable tax receipts will not be issued to all donors/entrants. Donations made by entrants and winner(s) may not be tax-deductible and the winner(s)'s prize may be taxable. It is the individual entrant's sole responsibility to determine the tax-consequences of their donations. Every Participant agrees that information provided by Sponsor is not advice, including but not limited to, tax advice or legal advice, and every participant is advised to consult a professional, including a tax professional.

Those who do not provide the required information in their donation or entry form, or abide by these Official Rules or other instructions of Sponsor, CrowdRise or Prize Provider may be disqualified at Sponsor's, CrowdRise's or Prize Provider's sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Promotion at Sponsor's, CrowdRise's or Prize Provider's sole and absolute discretion.

In the event of a dispute as to the identity of any entrant, the entry will be deemed submitted by the account holder of the email from which it was sent but only if such person is otherwise eligible. The “account holder” is the person assigned an email address or username by the entity responsible for assigning it (e.g., Gmail). Potential Winner(s) may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor's, CrowdRise's and Prize Provider's satisfaction, the entry will be deemed ineligible.

Your participation in the Promotion is voluntary and does not require you to purchase anything from the Sponsor, CrowdRise or Prize Provider.

**There is a limit of one thousand (1,000) entries permitted per person, regardless of method of entry, during the Promotion Period.**

**5. PRIZE:** There will be one (1) winner who will receive one (1) double occupancy Ocean View cabin on the Carnival Triumph for themselves plus one (1) guest for the NKOTB Cruise, leaving New Orleans, Louisiana on October 19, 2017 and returning on October 23, 2017, with a stop in Cozumel, Mexico. The Cruise includes one (1) theater concert by NKOTB, a photo opportunity in group of ten (10) with NKOTB, all meals and snacks, coffee, tea, iced tea, and juice, 24-hour room service & pizzeria, gratuities for dining and cabin staff, full use of ship facilities (including pools, whirlpools, fitness center, salon, spa, casino, duty-free shopping, and all Carnival events); VIP access to nightly Lido Deck parties (age 21 and over only), one (1) double occupancy room at Prince Conti Hotel in New Orleans, Louisiana for October 18, 2017 and up to \$1,000 travel stipend, if needed.

Further cruise description here: <https://nkotbcruise.com/#/> and subject to the Privacy Policy ([https://wonderfulunion.com/#/wonderful\\_privacy](https://wonderfulunion.com/#/wonderful_privacy)) and Terms and Conditions ([https://wonderfulunion.com/#/wonderful\\_terms](https://wonderfulunion.com/#/wonderful_terms)).

**Restrictions apply:**

Please read carefully.

And entrant is not declared a Potential Winner nor final winner and shall not receive a Prize until after he/she is deemed eligible to participate and win, completion of paperwork and a simple level background check as outlined in Section 7 below. Winner must confirm that he/she legally resides within the Eligibility Area, can lawfully accept the prize and can travel at the specified times on the NKOTB Cruise.

No guest under the age of 16 will be allowed. Any guest under the age of 21 must travel with a guardian or relative of 25 years of age or older. Winner's guest must be approved by Prize Provider. Prize is non-refundable and non-transferable, cannot be sold or exchanged, except that winner may transfer his/her prize to a member of his/her family, household or a friend so long as the transfer is for free and so long as the winner and recipient are given express, written approval from Prize Provider and recipient and his/her guest must comply with these Official Rules.

Prize includes one (1) night stay in a hotel (one room, standard accommodations, double occupancy, subject to change). Accommodations are subject to change based on availability and blackout dates. The exact date of hotel stay to be specified by Prize Provider, and all such details will be communicated to the winner after the end of the Promotion. Winner must stay in the hotel and travel on the exact dates and times and itinerary specified by Prize Provider. Hotel arrangements must be made through Prize Provider's agent. If winner resides within a one-hundred (100) mile radius of the port where the cruise departs, winner will not receive the hotel stay or travel expenses.

Prize Provider will include up to one thousand dollars (\$1,000) in travel expenses for winner only (not guest) and these expenses are for travel to and from the port of departure so that winner can board the cruise. Prize Provider will provide travel expenses for airfare to and from a major commercial airport in winner's originating city to New Orleans, Louisiana, ground transportation to and from the airport, to the hotel from the airport and to the dock where the cruise departs and back to the airport upon winner's return trip; or ground transportation from winner's residence. The mode of transportation and all expenses are in the sole discretion of Prize Provider and must be arranged by the Prize Provider. Travel expenses that will not be covered by the prize of up to one thousand dollars (\$1,000) include, but are not limited to, additional accommodations, meals, fees charged by airline or hotel, personal charges, gratuities and taxes. These expenses are the sole responsibility of the winner. Prize does not include any additional expenses not stated herein.

Winner must book travel through the assistance of Prize Provider or its representative at least four (4) weeks in advance of departure, unless stated otherwise by Prize Provider and travel is subject to availability. Once booked, no change, extension, or substitution of travel dates is permitted, except by Prize Provider at its sole discretion. Cruise room and any tickets may not be upgraded, even if with miles or redeemed for miles. Winner and guest are

responsible for obtaining all necessary and required travel documentation, authorizations, and travel and health insurance. Winner should not enter or claim the prize if unable to travel and obtain all necessary and required travel documentation, authorizations, and travel and health insurance. If winner cannot be at the point of departure on the day the cruise departs and travel on the dates specified or is not otherwise eligible, winner will forfeit the opportunity to win and there will be no makeup prize or substitution. Prize Provider requires Potential Winner and each guest to sign an Affidavit of Eligibility, Liability and Publicity Release to ensure the winner's and guest's compliance with the law and safety of others, in the sole discretion of Prize Provider and any other requirements to claim the prize.

Winner and guest must comply at all times with any and all rules, guidelines and/or instructions provided by Prize Provider or its representatives. Any person acting in violation of these rules, guidelines and/or instructions or otherwise acting in a manner that is deemed disruptive during any portion of the prize or prize activities, winner may forfeit the prize or be ejected by Prize Provider in Prize Provider's sole discretion. In the event the winner and any of winner's guest engage in behavior at any time that Prize Provider or their representative determines, in their sole discretion, is obnoxious, threatening, illegal or intended to annoy, abuse, threaten or harass any other person, the Prize Provider reserves the right to terminate the prize, in whole or part, and there will not be any substitution. There is no meet and greet as a part of this prize.

No cash redemption of the prize. Prize may not be substituted, except by Prize Provider for a prize of equal or greater value. The prize will be awarded (assuming sufficient number of eligible entries) subject to the rules herein. All prize details are subject to change and in the sole discretion of Prize Provider or representatives and in the event that it is unable to provide a winner with his/her prize(s), the Prize Provider may elect, to provide winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. If Prize Provider is unable fulfill any portion of the prize, Prize Provider will make commercially reasonable efforts to replace it with a similar prize or replace such unfulfilled portion with a similar prize portion. If winner or guest is unable to attend for any reason, the winner will not receive any substitution or reimbursement of the prize or portion thereof. All unclaimed prizes or unused portion of the prize shall be forfeited in its entirety. All prize(s) are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). It is winner's sole responsibility to stay informed about the details including event location, time and any changes regarding the prize. All prize details not specified in these Official Rules will be determined in Prize Provider's sole and absolute discretion.

By accepting the prize, Potential Winner (and his/her guest) acknowledges and accepts sole liability for the inherently dangerous nature of and risks of traveling, including but not limited to personal injury and/or death. By accepting a prize, the Winner (including Winner's guest) agrees to release Prize Provider, Sponsor, any Internet access providers and each of their respective parent companies, affiliates, subsidiaries, divisions, advertising and promotion agencies, and all of their respective employees, directors, officers, shareholders, agents, successors or assigns (collectively "Released Parties"), from any and all liability, loss or damage of any kind incurred with respect to participation in this Sweepstakes, including, without limitation, the awarding, receipt, possession, and/or use or misuse of any prize, or participation in prize-related activities, including but not limited to travel related thereto. Winner (and winner's guest) acknowledges that neither Released Parties nor their directors, employees, or agents, have made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturers' terms thereof, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee.

The Approximate Retail Value ("ARV") of all Prizes: four thousand five hundred fifty six dollars (\$4546), depending on winner's primary residence and other factors. The actual retail value may be different than the approximate retail value or from that pictured in advertising and the winner will not be compensated for the difference. Winner will be solely responsible for all federal, state, provincial, municipal, territorial and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, are used.

Acceptance of a prize constitutes permission for the Sponsor, Prize Provider, and its and their designees to use winner's name and likeness for advertising, promotional and other purposes in any and all media now and hereafter known without additional compensation unless prohibited by law.

**SELECTION OF WINNERS AND ODDS OF WINNING:** The Potential Winner will be selected in a random drawing (the "Drawing") from among all eligible entries received by CrowdRise (the "Potential Winner(s)"). Drawing will take place on or around September 22, 2017. Potential Winner is subject to verification by CrowdRise. Odds of winning depend upon the total number of eligible entries you submit and the total number of eligible entries overall that are received for the Promotion. Any attempts to exceed the limit of number of entries into the Promotion by any method, including but not limited to, using multiple email addresses or accounts or robotic entries, are prohibited, and Sponsor reserves the right in its sole discretion to disqualify all suspect entries. An individual may not enter on behalf of another individual or transfer his/her entry to another person. An individual may be required to show proof of ownership of his/her accounts used to enter the Promotion. Administrator's inability to reach an entrant or Potential Winner or Entrant's or Potential Winner's failure to timely respond to a prize notification, the return of any prize notification as undeliverable, the inability of winner and his/her guest to travel aboard the cruise or Potential Winner's failure to comply with any term or condition of these Official Rules may, in Sponsor's sole discretion, result in the Potential Winner's disqualification and the selection of a substitute Entrant / Potential Winner by a Drawing from among all remaining eligible entries received during the Promotion Period, time permitting. Administrator may conduct up to one (1) alternate Drawing, after which the prize will remain un-awarded.

**6. VERIFICATION OF WINNERS AND ODDS OF WINNING:** One entrant will be selected in a random drawing (the "Drawing") from among all eligible entries received by CrowdRise. The selected entrant is required to correctly answer a mathematical skill-based test question administered by Sponsor prior to being declared a Potential Winner (the "Potential Winner(s)"). Drawing will take place on or around September 22, 2017. Potential Winner(s) are subject to verification by CrowdRise. Odds of winning depend upon the total number of eligible entries you submit and the total number of eligible entries overall that are received for the Promotion. Any attempts to exceed the limit of number of entries into the Promotion by any method, including but not limited to, using multiple email addresses or accounts or robotic entries, are prohibited, and Sponsor reserves the right in its sole discretion to disqualify all suspect entries. An individual may not enter on behalf of another individual or transfer his/her entry to another person. An individual may be required to show proof of ownership of his/her accounts used to enter the Promotion.

**7. SELECTION OF WINNER AND DELIVERY OF PRIZES:** The Potential Winner(s) will be notified by email within three (3) business days after verification by CrowdRise or its representative. You will be notified only at the email address associated with entrant's CrowdRise account or otherwise entered during the entry process. If any Potential Winner cannot be contacted within three (3) business days after the first attempt to contact him/her, an alternate entrant may be selected in his/her place at random from all eligible entries received. Potential Winner(s) may be required to provide Sponsor, CrowdRise and/or Prize Provider his/her name, residential address, telephone number, email address and valid photo ID. CrowdRise will not accept screen shots or other evidence of winning in lieu of its validation process. Potential Winner(s) may also be required to sign a declaration or affidavit of eligibility and liability release (and, where permitted, a publicity release) and Form W9 (or other applicable filing) concerning the prize. Additional paperwork, releases, background checks or screenings, to the extent allowed by law, may also be required before a prize can be awarded. If any Potential Winner is not verified by CrowdRise, cannot be contacted within three (3) business days, fails to return any and all requested documentation within three (3) business days from notification (whether or not such Potential Winner actually receives that notification), is otherwise ineligible, or refuses the prize, then such Potential Winner forfeits the prize in its entirety. Except where prohibited, participation in the Promotion constitutes each winner's consent to Sponsor's and CrowdRise's and their respective agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state/province for advertising, promotional, and other purposes in any manner, in any and all media, now known or hereinafter devised, worldwide, in perpetuity, without further payment or consideration, notification, or permission (unless prohibited by law), and you further agree to execute any specific consent needed or requested by Sponsor, CrowdRise or their respective designees in furtherance of such use.

**8. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS:** The Promotion is void outside the Eligibility Area and where prohibited or restricted by law and subject to all applicable federal, state, provincial,

municipal, territorial and local laws, rules and regulations. Sponsor, CrowdRise and Prize Provider, and their respective parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, shareholders, partnership, members, principals, employees, agents, contractors or suppliers (collectively, "Released Parties") are not responsible for late, lost, stolen, damaged, garbled, incomplete, mistyped, misaddressed or misdirected entries, emails, mail or communications; for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices; or for transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise; or for any delays in payment processing related to individuals who attempt to enter the Promotion by donating in accordance with Section 4(a) above. Further, Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages or insufficient space on entrant's computer. The use of automated software or computer programs to register or to enter the Promotion is prohibited, and any individual who uses or attempts to use such methods to register or to enter will be disqualified. Released Parties disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, the Promotion, and Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion or any promotions should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's or CrowdRise's control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion. In the event of any such cancellation, termination or suspension, a notice will be posted and, if winner(s) can be selected among all eligible, non-suspect entries received prior to such time, winner(s) will be selected. Sponsor and CrowdRise reserve the right to disqualify any entrant (and his/her Promotion entry) from the Promotion, any other promotions conducted now or in the future by Sponsor or CrowdRise or any of their affiliates if he/she tampers with the entry process or if his/her fraud or misconduct affects the integrity of the Promotion or if he/she engages in any inappropriate or unacceptable behavior in connection with the Promotion. CrowdRise reserves the right to correct clerical or typographical errors in promotional materials. By participating in the Promotion, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of Sponsor, CrowdRise and Prize Provider, warrants that he/she is eligible to participate in the Promotion and releases and holds harmless the Released Parties from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy, arising out of participation in the Promotion or entries that are ineligible (including, if entry is made by donation, if not processed prior to the end of the Promotion Period). By accepting the prize, winner(s) agrees to release Released Parties and their directors, employees, officers and agents, including without limitation, its advertising and promotion agencies, from any and all liability, loss or damages arising from or in connection with the awarding, receipt and/or use or misuse of prize or participation in any prize-related activity. All Promotion participants acknowledge and agree that normal Internet access, phone and usage charges imposed by their online, phone or similar providers may apply in order to participate in the Promotion and accept the prize. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Promotion and all disputes, claims or controversies arising from these Official Rules, shall be governed by California law, without regard to its conflict of laws provisions.

**IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." You expressly waive and release any right or benefit which you have or may have under Section 1542 of the Civil Code of the State of California, to the full extent that you may waive all such rights and benefits pertaining to the matters released here. In connection with such waiver and relinquishment, you acknowledge that you are aware that you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true, with respect to the matters released herein; nevertheless, it is your intention through this release to fully and finally and forever settle and release all such matters and claims relative thereto, which do not exist, may exist or heretofore have existed between yourself and the Sponsor related to the Promotion. The release herein given shall be and**

remain in effect as a full and complete release of such claims and matters notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto.

**9. ARBITRATION AGREEMENT; DISPUTE RESOLUTION BY BINDING ARBITRATION:**

**PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.**

(a) Agreement to Arbitrate: This Section is referred to in these Official Rules as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and CrowdRise or Sponsor, whether arising out of or relating to these Official Rules, the Promotion, your participation in the Promotion, the prize, acceptance, possession, use or misuse of the prize, any advertising, or any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Promotion, you, CrowdRise and Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

(b) Prohibition of Class and Representative Actions and Non-Individualized Relief: ***YOU, CROWDRISE AND SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND CROWDRISE AND SPONSOR, AS APPLICABLE, AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S).***

(c) Pre-Arbitration Dispute Resolution: CrowdRise and Sponsor are always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant’s satisfaction by emailing Sponsor’s support team at [Felix@CrowdRise.com](mailto:Felix@CrowdRise.com). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to the Sponsor should be sent to GoFundMe, Inc., Attn: General Counsel at 555 Jefferson Ave, PO Box 1329, Redwood City, CA 94062 (“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If CrowdRise and/or Sponsor, as applicable, and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you, CrowdRise or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by CrowdRise, Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you, CrowdRise or Sponsor is entitled.

(d) Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association’s (“AAA”) rules and procedures, including the AAA’s Supplementary Procedures for Consumer-Related Disputes (collectively, the “AAA Rules”), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA’s consumer arbitration page, [http://www.adr.org/consumer\\_arbitration](http://www.adr.org/consumer_arbitration). If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and

relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless CrowdRise and/or Sponsor, as applicable, and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, CrowdRise and/or Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(e) Costs of Arbitration: Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys’ fees will be governed by the AAA Rules.

(f) Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

(g) Severability: If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.

(h) Conflict: In the event of any conflict between any term or condition in this Section 9 and any term or condition in the CrowdRise Terms and Conditions (<https://www.crowdrise.com/about/terms>), then the applicable term or condition in this Section 9 shall apply.

**10. ENTRANT’S PERSONAL INFORMATION:** By entering the Promotion, you consent to the collection, use and disclosure of your personal information for the purpose of administering the Promotion and prize fulfillment. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Promotion; your choice to consent to such emails or to opt out of such emails in future does not impact your chances of winning. To the full extent permitted by law, the name, address (city and state), image and biographical information of winner(s) may be used by Sponsor and CrowdRise for promotional purposes and a published winner’s list. You may be required to sign a document to this effect. Information collected from entrants is subject to these Official Rules as well as CrowdRise’s Privacy Policy: <https://www.crowdrise.com/about/privacy>.

**11. WINNERS LIST:** To obtain list of winner(s), send an email to [Kennedy@CrowdRise.com](mailto:Kennedy@CrowdRise.com) with the following subject line: “Please send the winners list for the NKOTB Cruise 2017 Promotion”. Requests must be submitted within ninety (90) days after the end of the Promotion Period. The list will be sent to requesting parties after selection and verification of winner(s).

**12. SPONSOR:**

D. Wood Ventures.  
PO Box 600157  
Newton, MA 02460

with a copy to CROWDRISE:

555 Jefferson Ave  
PO Box 1329



Redwood City, CA 94062

- 13. NOTICE:** The Sponsor and CrowdRise reserve the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Promotion in violation of these Official Rules and/or criminal and/or civil law.
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- 15. QUESTIONS REGARDING THE PROMOTION?** Send an email to [Kennedy@CrowdRise.com](mailto:Kennedy@CrowdRise.com).